

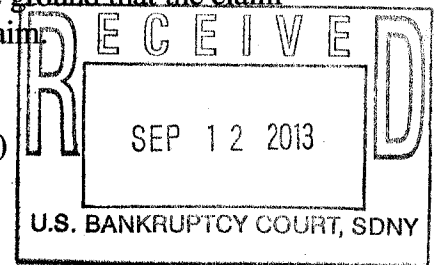
September 10, 2013

Honorable Martin Glenn
One Bowling Green, New York, New York 10004
Courtroom 501

RE: United States Bankruptcy Court/Southern District of New York
Residential Capital, LLC.
GMAC-RFC Holding Company, LLC
Case No. 12-12020 (MG)

Objection: Propose claim to be disallowed and expunged on the ground that the claim does not contain sufficient documentation to substantiate the claim.

Claimant: Juana Cerna
Claim No.: **3816** (as a reference duplicate claims: 4689 & 3450)
Date Filed: 11/09/12



Dear Honorable Martin Glenn:

I oppose the expungement, and/or disallowance of my claim listed above under proposed claim to be disallowed and expunged.

The description of the basis for the amount of my claim is as follows:

- I waited for more than 2 years to get a loan modification of my house.
- Finally on a contract dated **January 29, 2010 (contract attached)**, I obtained the loan modification of my house. GMAC sent me the new contract with all the stipulations of a new settlement:
 1. Interest rate
 2. Monthly payment
 3. Escrow amount...\$4,238.61 (Mortgage Account Statement attached)
- After the contract was settled, GMAC requested the amount of \$12,803.00. I didn't have this amount of money (I filed for bankruptcy in the year 2008 and obtained the discharge on March 30, 2009 (document attached). I borrowed this amount from my son in law (documents attached). Amount of money that I am still paying and with interest.
- This amount was received and posted by GMAC on **February 26, 2010** as miscellaneous (document attached).

This is the basis of my claim **"Why I had to send that amount of money after 28 days?"**, if there was a new contract and a new settlement.

The specific factual and legal bases upon which I rely on opposing the objection is that a **"new contract"** contains new stipulations projected in time for the upcoming months and years. Therefore, there is not sustainability of paying the amount of \$12,803.00, for what?

Is that amount included in the new contract? No. Therefore, why I had to send that amount of money if I got a new mortgage contract?

Thank you in advance for your attention and understanding.

Best regards,



Juana Cerna

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